

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020 (213) 351-5602

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

Board of Supervisors
GLORIA MOLINA
First District
MARK RIDLEY-THOMAS
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

June 11, 2013

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

19 June 11, 2013

SACHI A. HAMAI EXECUTIVE OFFICER

REQUEST TO APPROVE TERMINATION FOR CONVENIENCE OF CHILDNET YOUTH AND FAMILY SERVICES, CONTRACT NUMBER 6120109-1, PENNY LANE CENTERS, CONTRACT NUMBER 6120109-4, AND RECOMMENDATION TO APPROVE FORM AMENDMENT NUMBER TWO FOR TWO CONTRACTS

(ALL DISTRICTS – 3 VOTES)

SUBJECT

The Department of Children and Family Services (DCFS) seeks to terminate Intensive Treatment Foster Care (ITFC) – Multidimensional Treatment Foster Care (MTFC) Foster Family Agency (FFA) Contracts Number 6120109-01 with Childnet Youth and Family Services and Number 6120109-04 with Penny Lane Centers, effective July 1, 2013; amend ITFC-MTFC FFA Contracts Number 6120109-02 with Children's Institute, Inc. and Number 6120109-03 with David and Margaret Home Inc. to add a new requirement for the Contractors to incur costs associated with certification, training, and supervision; and amend ITFC FFA Contracts Number 120109-01 with Childnet Youth and Family Services to add 20 additional service slots and Number 120109-07 with Penny Lane Centers to add 30 additional service slots. Additionally, DCFS seeks delegated authority to terminate ITFC FFA and ITFC-MTFC FFA contracts for convenience by written notice, as needed.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that it is in the best interest of the County of Los Angeles that Contract Number 6120109-01 with Childnet Youth and Family Services and Contract Number 6120109-4 with Penny Lane Centers, be terminated for convenience in their entirety; and
- 2. Approve the Termination for Convenience Contract Number 6120109-01 with Childnet Youth and Family Services, effective July 1, 2013, as deemed in the best interest of the County, and direct

DCFS to issue a Notice of Termination for Convenience.

- 3. Approve the Termination for Convenience Contract Number 6120109-04 with Penny Lane Centers, effective July 1, 2013, as deemed in the best interest of the County, and direct the DCFS to issue a Notice of Termination for Convenience.
- 4. Approve the attached Form Amendment Number Two in substantially similar form to Attachment A, and delegate authority to the Director of DCFS, or designee, to execute Amendment Number Two with two ITFC-MTFC FFA Contractors in Attachment C, to add new requirements for ITFC-MTFC FFA Contractors to incur costs associated with certification, training, and supervision. There is no placement cost increase for these amendments and the annual contract placement cost will remain unchanged.
- 5. Approve the attached Form Amendment Number Two in substantially similar form to Attachment B, and delegate authority to the Director of DCFS, or designee, to execute Amendment Number Two to ITFC Contract Number 120109-01 with Childnet Youth and Family Services to increase the ITFC number of slots by 20, from 24 to 44 slots, to provide ITFC services. The estimated annual placement cost for this amendment is \$1,339,440 utilizing the Title IV-E Waiver capped allocation using 36 percent (\$482,199) Federal revenue, 33 percent (\$442,015) State revenue, and 31 percent (\$415,226) net County costs (NCC). This increase is within the combined total estimated placement cost of ITFC and ITFC-MTFC services.
- 6. Approve the attached Form Amendment Number Two in substantially similar form to Attachment B, and delegate authority to the Director of DCFS, or designee, to execute Amendment Number Two to ITFC Contract Number 120109-07 with Penny Lane Centers to increase the ITFC number of slots by 30, from 20 to 50 slots, to provide ITFC services. The estimated annual placement cost for this amendment is \$2,009,160 utilizing the Title IV-E Waiver capped allocation using 36 percent (\$723,298) Federal revenue, 33 percent (\$663,023) State revenue, and 31 percent (\$622,839) NCC. This increase is within the combined total estimated placement cost of ITFC and ITFC-MTFC services.
- 7. Delegate authority to the Director of DCFS, or designee, to increase the number of ITFC slots as needed, in instances when a Contractor requests to convert MTFC slots to ITFC slots, after County Counsel approval, and instruct the Director of DCFS to notify the Board and the Chief Executive Office (CEO), in writing, within ten (10) workdays of termination.
- 8. Delegate authority to the Director of DCFS, or designee, to terminate ITFC FFA and ITFC-MTFC FFA contracts in instances when a Contractor requests Termination for Convenience by a written notification, after County Counsel approval, and instruct the Director of DCFS to notify the Board and the Chief Executive Office (CEO), in writing, within ten (10) workdays of termination.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 6, 2013, the Los Angeles County Department of Mental Health (DMH) informed (Attachment D) the ITFC-MTFC FFA Contractors that beginning July 1, 2013, the funding from California Institute of Mental Health to Community Development Team to support "self monitoring" with TFC Consultants, Inc. will no longer be available as a part of the MTFC certification process and DMH will not be able to absorb the additional costs associated with the ITFC-MTFC FFA model implementation. As a result, DMH presented the following options to the contracted ITFC-MTFC FFA

providers:

- 1. In order to provide ITFC-MTFC FFA in Los Angeles County, providers must be certified or in the process of becoming certified with TFC Consultants, Inc. ITFC-MTFC FFA providers may choose to continue providing ITFC-MTFC FFA services, incurring any additional costs as outlined by TFC Consultants, Inc., or
- 2. County contracted ITFC-MTFC FFA providers may choose to discontinue implementation of the MTFC model and convert allocated ITFC-MTFC FFA slots into ITFC FFA slots for the remainder of the contract period.

Childnet Youth and Family Services and Penny Lane Centers are requesting to terminate their ITFC-MTFC FFA contracts and convert the ITFC-MTFC FFA slots to ITFC FFA. Children's Institute, Inc. and David and Margaret Home Inc. have agreed to incur the additional costs and have their ITFC-MTFC FFA contracts amended.

Implementation of Strategic Plan Goals

These amendments are consistent with the principles of the Countywide Strategic Plan, Goal No. 2, Fiscal Sustainability – which involves strengthening and enhancing the County's capacity to sustain essential County services through proactive and prudent fiscal policies and stewardship; Strategic Initiative 2 – Title IV–E Waiver Implementation and Renewal, which involves improving outcomes for children and families served to ensure fewer children and youth are in foster care and for a shorter length of stay.

FISCAL IMPACT/FINANCING

There is no placement cost increase for the ITFC-MTFC FFA amendments. The estimated annual placement cost is \$2,009,160 utilizing the Title IV-E Waiver capped allocation using 36 percent (\$723,298) Federal revenue, 33 percent (\$663,023) State revenue, and 31 percent (\$622,839) NCC. Funding is included in the DCFS Fiscal Year 2012-13 Final Adopted Budget and will be included in the FY 2013 -14 and 2014 -15 Budget Requests.

The estimated annual ITFC FFA placement cost for Childnet Youth and Family Services slot increase is \$1,339,440 utilizing the Title IV-E Waiver capped allocation using 36 percent (\$482,199) Federal revenue, 33 percent (\$442,015) State revenue, and 31 percent (\$415,226) NCC. Funding is included in the DCFS Fiscal Year 2012-13 Final Adopted Budget and will be included in the FY 2013 -14 and 2014 -15 Budget Requests.

The estimated annual ITFC FFA placement cost for Penny Lane Centers slot increase is \$2,009,160 utilizing the Title IV-E Waiver capped allocation using 36 percent (\$723,298) Federal revenue, 33 percent (\$663,023) State revenue, and 31 percent (\$622,839) NCC. Funding is included in the DCFS Fiscal Year 2012-13 Final Adopted Budget and will be included in the FY 2013 -14 and 2014 -15 Budget Requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In November 2006, Judge Howard Matz issued a court order to compel the County to comply with the obligations of the Katie A. Agreement ensuing from a 2002 class action lawsuit ("Katie A") filed

against the State of California and the County.

On November 17, 2009, the Board adopted the ITFC FFA and ITFC-MTFC FFA Master Agreement.

On September 4, 2012, the Board approved extending the ITFC FFA and ITFC-MTFC FFA contracts for one year beginning October 1, 2012, through September 30, 2013, with an option to extend for up to two additional 12-month renewal periods through September 30, 2015.

DCFS has evaluated and determined that the ITFC FFA and ITFC-MTFC amendments comply with CDSS Contracting Policies Manual 23-604.4.41 and 23-604.4.42 and the unit price does not exceed the unit price originally determined through competitive selection.

The Department evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as the contracts were not awarded under the provisions of Chapter 2.121. These services cannot be effectively performed by County employees because they require the development and utilization of resources that are not available in the County system.

The Contractors are all in compliance with all Federal, State, County and Board requirements.

The Chief Executive Office and County Counsel have reviewed the Board Letter and the attached amendments. The amendments have been approved as to form by County Counsel.

CONTRACTING PROCESS

No additional contracting process is required.

CONTRACTOR PERFORMANCE

The current ITFC FFA and ITFC-MTFC FFA contracts are monitored on an annual basis. Monitoring results for the most recent evaluation period indicate that the services specified in the ITFC FFA and ITFC-MTFC FFA contracts were delivered and the agencies are in compliance with contract requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Following the approval of this Termination for Convenience and amendment, the County will continue to have contracts with two Contractors for ITFC-MTFC FFA services. Child placement disruptions will be minimized by facilitating the transfer of two of Childnet Youth and Family Services placed youth in two homes and three of Penney Lane Centers placed youth in three homes from their soon to be terminated ITFC-MTFC FFA contracts to their ITFC FFA contracts. Approval of the recommended action will allow DCFS to continue to providing ITFC-MTFC FFA and ITFC FFA services to DCFS children and families.

CONCLUSION

Upon Board approval, the Executive Officer/Clerk of the Board is requested to return one adopted stamped Board letter and the approved Form Amendments to the Department of Children and

Family Services.

Respectfully submitted,

PHILIP L. BROWNING

Director

PLB:FD:CMM EM:EO:va

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Department of Mental Health



AMENDMENT NUMBER TWO

TO

INTENSIVE TREATMENT FOSTER CARE – MULTIDIMENTIONAL TREATMENT FOSTER CARE FOSTER FAMILY AGENCY SERVICES CONTRACT NUMBER XXXXXXXXXX

WITH

XXXXXXXXX

AMENDMENT NUMBER TWO TO INTESINSIVE TREATMENT FOSTER CARE – MULTIDIMENTIONAL TREATMENT FOSTER CARE FOSTER FAMILY AGENCY SERVICES CONTRACT NUMBER XXXXXXXXXX

WITH XXXXXXXXX

This Amendment Number Two to Int	tensive Treatment Fo	ster Care – Multidimensional
Treatment Foster Care Foster Family	Agency (ITFC-MTFC)	Contract Number XXXXXXX
XX is made and entered into by and b	etween County of Los	Angeles, (hereinafter referred
to as "COUNTY") and XXXXXXXXX	(hereinafter referred	to as "CONTRACTOR") this
day of	, 2013.	·

WHEREAS, on November 17, 2009, the Board of Supervisors approved the Intensive Treatment Foster Care-Multidimensional Treatment Foster Care Foster Family Agency Contracts with certain qualified non-profit corporation for Intensive Treatment Foster Care-Multidimensional Treatment Foster Care Foster Family Agency services; and

WHEREAS, on September 12, 2012, the Board approved extending the ITFC-MTFC FFA contracts for one year beginning October 1, 2012 through September 30, 2013, with an option to extend for up to two additional 12 month renewal periods through September 30, 2015; and

WHEREAS, COUNTY and CONTRACTOR are parties to the Intensive Treatment Foster Care-Multidimensional Treatment Foster Care Foster Family Agency Contract and CONTRACTOR has been providing intensive foster care services to the COUNTY; and

WHEREAS, the purpose of this Amendment is to add new requirement for MTFC Contractors to absorb the costs associated with MTFC training model implementation; and

WHEREAS, another purpose of this Amendment is to add new insurance language and information regarding the industry Standard Accord form; and

NOW THEREFORE, in consideration of the foregoing and mutual respect herein contained, COUNTY and CONTRACTOR agree to amend the Intensive Treatment Foster Care-Multidimensional Treatment Foster Care Foster Family Agency Services Contract as follows:

- EXHIBIT A STATEMENT OF WORK, PART C SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS, Section 1.0 SAFETY, Subsection 1.1 Staff Qualifications, Staff Requirements, and Rates, subsection 1.1.1.1 is added to read as follows:
 - 1.1.1.1 The ITFC-MTFC FFA Contractor shall incur all certification, training and supervision costs associated with 1.1.1 above.
- 2. PART 1, UNIQUE TERMS AND CONDITIONS, Section 5.0, GENERAL INSURANCE REQUIREMENTS, Subsection 5.1 is revised to read as follows:

- 5.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligation pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 6.0 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or related to this Contract.
- 3. PART 1, UNIQUE TERMS AND CONDITIONS, Section 5.0, GENERAL INSURANCE REQUIREMENTS, Subsection 5.1.3 is revised to read as follows:
 - 5.1.3 Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 4. PART 1, UNIQUE TERMS AND CONDITIONS, Section 5.0, GENERAL INSURANCE REQUIREMENTS, Subsection 5.1.4 is revised to read as follows:
 - 5.1.4 Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT.

AMENDMENT NUMBER TWO TO INTENSIVE TREATMENT FOSTER CARE – MULTIDIMENTIONAL TREATMENT FOSTER CARE FOSTER FAMILY AGENCY SERVICES CONTRACT NUMBER XXXXXXX-XX

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Two to be subscribed by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES	CONTRACTOR
By: Philip L. Browning	Name of Agency
Director Department of Children and Family Services	By:
	Name
	Title
	Ву
	Name
	Title
	Tax Identification Number
APPROVED AS TO FORM: BY THE OFFICE OF COUNTY COUNSEL JOHN KRATTLI, COUNTY COUNSEL	
BY	Counsel



AMENDMENT NUMBER TWO

TO

INTENSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY SERVICES CONTRACT NUMBER XXXXXXX

WITH

XXXXXXXXXX

AMENDMENT NUMBER TWO TO INTESNSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY SERVICES CONTRACT NUMBER XXXXXXX

WITH

This Amendm	nent Numbe	r Two to Inte	ensive -	Treatment Fo	ster (Care Foster Fa	mily Age	ency
(ITFC) Contra	act Number	XXXXXXXX	is mad	e and entere	d into	by and between	en Coun	ty of
Los Angeles	, (hereinaft	er referred	to as	"COUNTY")	and	XXXXXXXX	(herein	after
referred t	o as	"CONTRAC	CTOR")) this			day	of
		, 2013.						

WHEREAS, on November 17, 2009, the Board of Supervisors approved the Intensive Treatment Foster Care Foster Family Agency Contracts with certain qualified non-profit corporation for Intensive Treatment Foster Care Foster Family Agency services; and

WHEREAS, on September 12, 2012, the Board approved extending the ITFC FFA and ITFC-MTFC FFA contracts for one year beginning October 1, 2012 through September 30, 2013, with an option to extend for up to two additional 12 month renewal periods through September 30, 2015; and

WHEREAS, COUNTY and CONTRACTOR are parties to the Intensive Treatment Foster Care Foster Family Agency Contract and CONTRACTOR has been providing intensive foster care services to the COUNTY; and

WHEREAS, the purpose of this Amendment is to increase the number of ITFC slots; and

WHEREAS, another purpose of this Amendment is to add new insurance language and information regarding the industry Standard Accord form; and

NOW THEREFORE, in consideration of the foregoing and mutual respect herein contained, COUNTY and CONTRACTOR agree to amend the Intensive Treatment Foster Care Foster Family Agency Services Contract as follows:

- 1. TABLE OF CONTENTS, LIST OF EXHIBITS, is revised to add Exhibit A-IIIa, Line Item Budget.
- 2. PART 1, UNIQUE TERMS AND CONDITIONS, Section 4.0, PAYMENT RATE, Subsection 4.2.1 is added to read as follows:
 - 4.2.1 As of July 1, 2013, this section refers to Exhibit A-IIIa, Line Item Budget.
- 3. PART 1, UNIQUE TERMS AND CONDITIONS, Section 5.0, GENERAL INSURANCE REQUIREMENTS, Subsection 5.1 is revised to read as follows:
 - 5.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligation pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance

coverage satisfying the requirements specified in Section 6.0 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or related to this Contract.

- 4. PART 1, UNIQUE TERMS AND CONDITIONS, Section 5.0, GENERAL INSURANCE REQUIREMENTS, Subsection 5.1.3 is revised to read as follows:
 - 5.1.3 Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- 5. PART 1, UNIQUE TERMS AND CONDITIONS, Section 5.0, GENERAL INSURANCE REQUIREMENTS, Subsection 5.1.4 is revised to read as follows:
 - 5.1.4 Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
- 6. Exhibit A-IIIa, Line Item Budget as attached hereto, is added to the contract.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT.

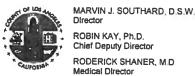
AMENDMENT NUMBER TWO TO INTENSIVE TREATMENT FOSTER CARE FOSTER FAMILY AGENCY SERVICES CONTRACT NUMBER XXXXXXXX

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Two to be subscribed by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officers, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES	CONTRACTOR
By:Philip L. Browning	Name of Agency
Director Department of Children and Family Services	By:
	Name
	Title
	Ву
	Name
	Title
	Tax Identification Number
APPROVED AS TO FORM: BY THE OFFICE OF COUNTY COUNSEL JOHN KRATTLI, COUNTY COUNSEL	-
BY	Councel

Intensive Treatment Foster Care-Multidimensional Treatment Foster Care (ITFC-MTFC) Foster Family Agency Contractors

- 1. Children's Institute, Inc.
- 2. David and Margaret Home, Inc.



March 6, 2013

TO:

Treatment Foster Care Providers

FROM:

Greg Lecklitner, Ph.D. Child Welfare Division

SUBJECT: Multidimensional Treatment Foster Care (MTFC)

Los Angeles County has been supporting the implementation of MTFC based on an established relationship with the California Institute of Mental Health (CiMH) and TFC Consultants, Inc. The nature of this relationship allowed county contracted MTFC providers to engage in "self-monitoring" with TFC Consultants, Inc. for the purposes of certification as long as they received Community Development Team (CDT) support from CiMH. Unfortunately, the funding that supported this CDT effort was time limited and will no longer be available. As a result, CiMH is not able to continue to provide this level of support to contracted MTFC providers beginning July 1, 2013.

With county contracted agencies no longer eligible for "self-monitoring" as a part of the MTFC certification process, there will be an increase in fees and costs associated with the model's implementation. The Los Angeles County Department of Mental Health will not be able to absorb these additional costs and would like to present the following options to contracted MTFC Providers:

- In order to provide MTFC in Los Angeles County, providers must be certified or in the process of becoming certified with TFC Consultants, Inc. MTFC providers may choose to continue providing MTFC services, incurring any additional costs as outlined by TFC Consultants, Inc., or
- County contracted MTFC providers may choose to discontinue implementation of the MTFC model and convert allocated MTFC slots into Intensive Treatment Foster Care slots for the remainder of the contract period.

Multidimensional Treatment Foster Care (MTFC) March 6, 2013 Page 2 of 2

We request that your agency submit a written statement indicating which option it chooses and send it to Angela Shields, TFC Program Manager no later than April 30, 2013.

Thank you for all of your dedication and effort with the implementation of the MTFC model. Should you have any questions, please do not hesitate to contact Angela Shields at (213) 739-5475 or ashields@dmh.lacounty.gov.

GL:GKS:lm

C: Bryan Mershon
Greg Lecklitner
Service Area District Chiefs
Angela Shields
Kaliah Salas
Jonathan Byers
Mary Nichols
Jennifer Hottenroth
Bruce Saltzer